

**Doster and Associates Inc.**

**CONTRACT**

between the  
Florida Institute for Human and Machine Cognition  
and Doster and Associates Inc.

**ARTICLE 1**

**The Parties**

This agreement is entered into by and between the Florida Institute for Human and Machine Cognition (hereinafter "Client"), a Florida not-for-profit corporation with its principal place of business at 40 South Alcaniz Street, Pensacola, Florida, 32502, and Doster and Associates Inc. (hereinafter referred to as "DAA"), a company whose address is P.O. Box 10618, Tallahassee, Florida, 32302.

**ARTICLE 2**

**Purpose**

WHEREAS, Client desires to ensure its objectives are well known to the Florida legislative and executive branches;

WHEREAS, Client desires to establish strong and healthy community relationships throughout Florida;

WHEREAS, Client endeavors to serve the communities in which it conducts operations and the institutions with which it maintains affiliations;

WHEREAS, Client desires to retain DAA for the purpose of serving as a lobbyist and advisor;

THEREFORE, the undersigned parties enter into this agreement for the consideration set forth herein and subject to the following terms and conditions:

ARTICLE 3

**Duties of DAA**

3.01 DAA will perform the following general duties:

1. Represent Client's objectives before the legislative and executive branches of Florida's government;
2. Provide advice and strategic communications about economic development and community affairs on behalf of Client's long term strategic goals;
3. Manage other sub-contracted consultants in furtherance of Client's goals;
4. Register as a Florida lobbyist and comply with all federal, state, and local laws governing representation and advocacy before lawmakers, staff, and other officers of government;
5. Adhere to the highest ethical standards of conduct for the profession;
6. Be available in person or via telephone and electronic means with all reasonableness during the length of the contract at the direction of Client in support of organizational goals.

ARTICLE 4

**Financial: Fees, Expenses, Taxes**

4.01 For performance of those consultant duties set forth in the agreement, Client agrees to pay DAA a consulting fee of \$9,000 per month.

This retainer covers the consulting services of DAA and any sub-contracted consultants DAA may retain.

4.02 Expenses authorized in advanced by Client shall be invoiced without mark-up to Client. No additional fees for personal travel time will be billed by DAA. All invoices shall be paid within a commercially reasonable period of time.

4.03 DAA agrees to assume exclusive liability for any and all taxes, assessments, levies, or fines which may be paid or deemed owed by DAA, or to an employee(s) or contractor(s) of DAA, as a result of performance of this agreement. The parties further agree that DAA is responsible for supplying the instrumentalities and place of work for the contracted activities hereunder.

#### ARTICLE 5

##### **Confidentiality, Other Employment**

5.01 All matters between the parties, including the provisions of this agreement, are confidential and shall not be transferred, communicated, or delivered to a third party, whether or not for compensation, without the express prior written authorization of Client or as required by law.

5.02 The parties agree that, except as provided above, this agreement in no way limits DAA's ability to enter into contracts with other parties. DAA agrees that proper time allocations will be made to achieve the goals and requirements of Client.

#### ARTICLE 6

##### **Termination**

6.01 This contract may be terminated upon 30 days' written notice without cause by either party directed to the addresses specified above. Otherwise, the contract will continue on a month-to-month basis.

ARTICLE 7

**Merger**

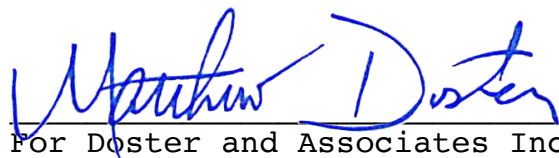
7.01 This agreement memorializes the full terms and conditions of the agreement between the undersigned parties. All previous agreements between the parties, whether written or oral, are merged herein and superseded hereby.

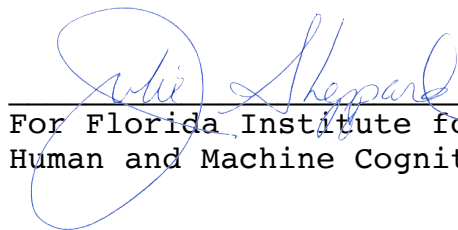
ARTICLE 8

**Good Faith**

8.01 The undersigned parties agree to execute the terms and conditions of this agreement in good faith and to the best of their ability.

The undersigned persons are authorized by the parties here to sign this agreement and have read and fully understood the foregoing, and it is their intent to be bound by the terms and conditions hereof:

  
\_\_\_\_\_  
For Doster and Associates Inc.

  
\_\_\_\_\_  
For Florida Institute for  
Human and Machine Cognition

\_\_\_\_\_  
January 18, 2019  
Date

\_\_\_\_\_  
January 17, 2019  
Date